

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

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MOROCCANOIL, INC.,

Plaintiff,

v.

SCOTT THOMAS,

Defendant.

Civil Action No. 1:21-cv-0846-AT

Hon. Analisa Torres, U.S.D.J.

**FINAL DEFAULT JUDGMENT
AND PERMANENT
INJUNCTION ORDER**

On January 1, 2021, plaintiff MoroccanOil, Inc. (“MoroccanOil”) commenced this action against Defendants Does 1-8, among others, for monetary damages and injunctive relief and asserted claims of (1) trademark counterfeiting and infringement, (2) false advertising, and (3) unfair competition, all under the Lanham Act based on MoroccanOil’s U.S. Trademark Registration Nos. 3,478,807; 3,684,909; and 3,685,910 (the “MOROCCANOIL Trademarks”). (See D.I. 1.) On March 17, 2021, MoroccanOil filed the Amended Complaint including supplemental information about the identity of the Defendants and their seller accounts on eBay.com and retaining all original claims. (See D.I. 10.) Defendant Scott Thomas defaulted, failing to answer or otherwise respond to either complaint, after which the Clerk of Court issued a Certificate of Default. (See D.I. 56.) MoroccanOil moved for entry of a default judgment on October 27, 2021, against Defendant seeking an award of monetary damages of \$50,000 and entry of a permanent injunction. (See D.I. 59-61.) This Court ordered Defendant to show cause as to why the Court should not enter a default judgment against him. (D.I. 63.)

Defendant failed to respond to MoroccanOil's motion. After a hearing on the motion, at which Defendant failed to appear, the Court entered a default judgment against Defendant. Accordingly, the Court, having considered the Declaration of Clyde Shuman and the Declaration of Marie-Eve Bérubé Côté in support of Plaintiff's Motion for Default Judgment and a Permanent Injunction, the Certificates of Service of the Summon and Amended Complaint, the Certificate of the Clerk of the Court stating that no answer has been filed in the instant action, and all other pleadings and papers on file in this action, it is hereby ORDERED, ADJUDGED AND DECREED as follows: Judgment is granted in favor of Plaintiff on all claims properly pled against Defendant in the Amended Complaint;

IT IS FURTHER HEREBY ORDERED THAT Plaintiff MoroccanOil is awarded statutory damages in connection with its claims for willful trademark infringement and willful trademark counterfeiting in the amount of three thousand dollars (\$3,000).

IT IS FURTHER HEREBY ORDERED THAT Defendant, its officers, directors, employees, agents, subsidiaries, distributors, and all persons in active concert or participation with or under the direction of Defendant having notice of this Order are permanently enjoined and restrained from:

1. Manufacturing, importing, exporting, advertising, offering for sale, selling, distributing, destroying, selling off, transferring, or otherwise disposing of any goods bearing the MOROCCANOIL Trademarks, or any confusingly similar trademarks, other than genuine products manufactured or distributed by MoroccanOil or its authorized manufacturers and distributors; and

2. Directly or indirectly infringing in any manner any of the MOROCCANOIL Trademarks; and
3. Using the MOROCCANOIL Trademarks, or any confusingly similar trademarks, on or in connection with any virtual storefront that Defendant may own, operate, or control on any Marketplace, including without limitation any online Marketplace; and
4. Shipping, delivering, distributing, destroying, selling off, transferring, or otherwise disposing of in any manner, any items currently in Defendant's possession or control (whether goods, instruments, packaging, product parts, labels, documents, or otherwise) which bear any of the MOROCCANOIL Trademarks registered trademarks identified in this Order or any copy or reproduction of the registered marks, or any substantially identical mark; and
5. Any and all use of the MOROCCANOIL Trademarks, or any confusingly similar trademarks, as metatags, on any webpage (including the title of any web page), in any advertising links to other websites, from search engines' databases or cache memory, or any other form of use of such terms that are visible to a computer user or serves to direct computer searches to virtual storefronts registered, owned, or operated by Defendant on any Marketplace, including without limitation any online Marketplace; and
6. Aiding, abetting, contributing to, or otherwise assisting anyone in infringing upon or counterfeiting the MOROCCANOIL Trademarks; and
7. Effecting assignments or transfers, forming new entities or associations, or utilizing any other device for the purpose of circumventing or otherwise avoiding the prohibitions set forth in this Order.

In the event that Plaintiff MoroccanOil discovers that Defendant has violated any of the terms of this Order, whether in connection with the online marketplaces identified in this action, new online marketplaces owned or operated by Defendant, or through any other means, Plaintiff MoroccanOil may move the Court for a supplemental order as may be appropriate to effectuate the purposes of this Order.

This Court shall retain jurisdiction over the parties and the subject matter of this litigation for the purposes of interpretation and enforcement of this Default Judgment.

Plaintiff MoroccanOil shall serve a copy of this Memorandum-Dcision and Order on Defendant by Certified Mail, return receipt requested, and personal service, and shall file proof of service with the Court.

The Clerk of the Court shall enter judgment in Plaintiff MoroccanOil's favor, terminate any pending motions, and close the case.

SO ORDERED.

Dated: April 26, 2022
New York, New York



ANALISA TORRES
United States District Judge